

DEFENDANT TAYJALAYA S. WILLIAMS'S SEPARATELY FILED STATEMENT OF FACTS

IN SUPPORT OF HER MOTION FOR SUMMARY JUDGMENT

(Pursuant to LRCiv 56.1(a), District of Arizona)

CV-24-379-PHX-ROS

1. On August 21, 2018, Transamerica Life Insurance Company issued a \$100,000 life insurance policy to Thomas Retzlaff.
(See Exhibit A - *Original Insurance Policy*)
2. The policy allows the insured to change beneficiaries through a written request, which becomes effective on the date of signing unless the insured specifies otherwise.
(See Exhibit B - *Policy Provisions*, pg. 4: "How to change a Beneficiary")
3. On May 28, 2021, Mr. Retzlaff executed a beneficiary change form naming Tayjalaya S. Williams as a 75% primary beneficiary and Collin A. Retzlaff as 25%, removing Denise Hollas and Brittany Retzlaff.
(See Exhibit C - *Beneficiary Change Form (May 28, 2021)*)
4. On August 28, 2021, Mr. Retzlaff legally married Tayjalaya S. Williams and executed a second change of beneficiary form, naming her as the 100% sole primary beneficiary and updating her status from 'Domestic Partner' to 'Wife'.
(See Exhibit D - *Beneficiary Change Form (August 28, 2021)*)
5. The August 28, 2021, beneficiary designation form was properly executed in accordance with the policy terms and no subsequent change was made before Mr. Retzlaff's death.
(See Exhibit D - *Beneficiary Change Form (August 28, 2021)*)
6. The other interpleader defendants failed to respond to Requests for Admissions, which constitutes a judicial admission under Federal Rule of Civil Procedure 36(a)(3).
(See Exhibit E - *Requests for Admissions and Non-Response Proof*)
7. These admissions establish that the other defendants have no evidence to dispute the validity of the August 28, 2021, beneficiary designation.
(See Exhibit E)

8. The same admissions confirm that the other defendants have no evidence supporting application of the Slayer Rule or accusing Tayjalaya S. Williams of any fraud, misconduct, or wrongdoing.

(See Exhibit E)

9. The police report from the El Mirage Police Department confirms Tayjalaya S. Williams was not listed as a suspect and that she was the one who initiated a wellness check on Mr. Retzlaff.

(See Exhibit F – Police Report, pages 1, 10, and 56, ¶ 4.)

10. Tayjalaya S. Williams has never been arrested, charged, or incarcerated in connection with this case or any other

11. Transamerica's original interpleader complaint alleged Defendant Williams was the 'prime suspect,' citing statements from police.

(See Exhibit G – Transamerica Email (June 10–21, 2024))

12. In June 2024, Transamerica confirmed via email that they had spoken with Detective Vargas and made no allegations against Defendant Williams.

(See Exhibit G)

13. Later court filings from Transamerica disclaim any knowledge or accusation regarding who was responsible for the insured's death.

(See Exhibit H – Transamerica Court Filings (Docs 1, 20, 51))

14. These contradictions demonstrate that the original basis for Transamerica's interpleader filing was unsupported and misleading.

(See Exhibits G and H)

INDEX OF EXHIBITS

- Exhibit A – Copy of the original life insurance policy issued by Transamerica Life Insurance Company, dated August 21, 2018.
- Exhibit B – Policy provisions governing beneficiary designation changes (page 4 "How to change a Beneficiary")
- Exhibit C – Beneficiary change form dated May 20, 2021, naming Defendant Williams as 75% primary beneficiary.
- Exhibit D – Beneficiary change form dated August 28, 2021, naming Defendant Williams as 100% primary beneficiary and identifying her as 'Wife.'
- Exhibit E – Requests for Admissions sent to the other defendants and their failure to respond, confirming judicial admissions. *Despite their responses to other written discovery.*
- Exhibit F – El Mirage Police Department report showing Defendant Williams was not a suspect and Involvement is due to wellness check (pages 1,10 and 56) *and 4.*
- Exhibit G – Email correspondence from Transamerica dated June 10-21, 2024, confirming they made no allegations against Defendant Williams.
- Exhibit H – Comparison of Transamerica's contradictory court filings, including Document 1 page 3 sentence 26-28, Document 20 page 3 sentence 17, and Brief Document 51 page 2 sentence 1-6 .

DECLARATION OF TAYJALAYA S. WILLIAMS

I, Tayjalaya S. Williams, declare as follows:

1. I am the Defendant in the above-captioned case and make this declaration in support of my Motion for Summary Judgment.
2. I have personal knowledge of the matters set forth herein and, if called as a witness, could and would testify competently thereto.
3. On Jul 3, 2024, 5:09 PM , I received a copy of the police report concerning the death of Thomas C. Retzlaff from the El Mirage Police Department via email.
4. The report was sent directly to my email address by a representative of the El Mirage Police Department.
5. A true and correct copy of the police report I received is attached as Exhibit F to my Motion for Summary Judgment.
6. I have not altered, edited, or modified the police report in any way.
7. On June 10th – 21st , 2024, I received email correspondence from a representative of Transamerica Life Insurance Company in response to my inquiry regarding their allegations.
8. The emails confirm that Transamerica spoke to Detective Vargas of the El Mirage Police Department and made no allegations against me.
9. These emails were sent directly to my email account and I have preserved them in their original form.
10. A true and correct copy of this email correspondence is attached as Exhibit G to my Motion for Summary Judgment.
11. I have not altered, edited, or modified the emails in any way.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 28, 2025, at Yuma, Arizona.

Tayjalaya S. Williams
Pro Se Defendant



Transamerica Life Insurance Company
 Home Office: Cedar Rapids, IA
 Administrative Office:
 4333 Edgewood Rd NE
 Cedar Rapids, IA 52499
 (800) 852-4678

(Referred to as the Company, we, our or us)
 TLSB15

Policy Number: 6600534140

Initial Face Amount: \$100,000

Policy Date: AUG 21, 2018

Insured: TOM C RETZLAFF

Owner(s): TOM C RETZLAFF

We will pay the death benefit to the Beneficiary if the Insured dies while this policy is In Force. All payments are subject to the provisions of this policy.

Signed for the Company at Cedar Rapids, Iowa on the Date of Issue.

A handwritten signature of Jay Orlandi, which appears to be a stylized 'J' and 'O' followed by a more cursive name.

Jay Orlandi, Secretary

A handwritten signature of Blake Bostwick, which appears to be a stylized 'B' and 'B' followed by a more cursive name.

Blake Bostwick, President

10 DAY RIGHT TO CANCEL - You may cancel this policy by delivering or mailing a Written Request to us or to the agent from whom it was purchased. You must return the policy to us or the agent before midnight of the 10th day after the day you receive it (or such longer period as may be required by applicable law in the state where the policy is delivered or issued for delivery). Your Written Request given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We must return all payments made for this policy, including any fees or charges, within 30 days after we receive notice of cancellation and the returned policy.

If you are terminating or borrowing from another life insurance policy owned by you in connection with your purchase of this policy, then this policy may be considered a replacement policy. If this policy is a replacement policy, your right to cancel is extended to midnight of the 30th day after the day you receive it (or such longer period as may be required by applicable law in the state where the policy is delivered or issued for delivery).

Term Insurance to the Policy Anniversary at the Insured's Age 105

Level Death Benefit Payable at Death of the Insured

Prior to the Policy Anniversary at the Insured's Age 105

**Premiums Payable During the Life of the Insured to the
 Policy Anniversary at the Insured's Age 105**

**Premiums are Subject to Changes as Stated in the Schedules of
 Premiums Provision, But Will Not Exceed Specified Guaranteed Premiums**

See Schedule of Guaranteed and Non-Guaranteed Premiums in the Policy Data for Amount of Premiums

Nonparticipating – No Dividends

**If you have a complaint, you can contact your State Insurance Department at:
 (602)364-2499 AZ**

EXHIBIT A

EXHIBIT

This policy is a legal contract between you and the Company.

READ YOUR POLICY CAREFULLY

GUIDE TO POLICY PROVISIONS

Assignment of the Policy	4
Beneficiary Rights	4
Change of Beneficiary.....	4
Conformity with Interstate Insurance Product Regulation standards.....	7
Death Benefit	4
Definitions.....	3
Dividends	8
Grace Period for Paying Premiums.....	6
Incontestability of the Policy.....	7
Interest from Date of Death	5
Misstatement of Age or Sex	7
Ownership Provisions	4
Payment of the Death Benefit.....	5
Policy Contract	6
Policy Data.....	2
Policy Date.....	2
Premiums.....	5
Proof of Death.....	5
Reinstatement	6
Riders	7
Schedule of Premiums	5-6
Settlement Provisions	8
Suicide	7
Termination of Insurance.....	7
Your Rights	8

EXHIBIT B

TIBIHX3

OWNERSHIP

Owner of the Policy	The owner may exercise all rights under this policy during the Insured's lifetime, including the right to transfer ownership subject to applicable law and regulation. If ownership is shared by more than one person, all such persons must act together to exercise a right. Unless otherwise specified, if a co-owner dies during the Insured's lifetime, the co-owner's interest in this policy will pass to the remaining co-owners. If the owner or all co-owners die during the Insured's lifetime, ownership will pass to the contingent owner, if one has been named; otherwise, ownership will pass to the owner's estate. You may change the owner by filing a Written Request with us. We will not be bound by any change of ownership until we record it in our records. Unless otherwise specified by you, the change will then take effect as of the date the change is signed by you, subject to any payments made or actions taken by us prior to our recording of the change.
Assignment of the Policy	You may assign this policy by filing a Written Request with us. We will not be bound by any assignment until we record it in our records. Unless otherwise specified by you, the assignment will then take effect on the date the assignment is signed by you, subject to any payments made or actions taken by us prior to our recording of the assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any death benefit which becomes payable to an assignee will be payable in a single sum and will be subject to proof of the assignee's interest and the extent of the assignment.

THE BENEFICIARY

Who Receives the Death Benefit	When the death benefit is payable under this policy, we will pay it to the Primary Beneficiary named by you in accordance with this policy. If no Primary Beneficiary has been designated, or if the interest of all designated Primary Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to the Contingent Beneficiary, if one has been named. If the interest of all designated Primary and Contingent Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to you. If you are not living at that time, we will pay the death benefit to your estate.
---------------------------------------	--

Unless you specify otherwise, the following will apply:

1. If any Beneficiary dies before the Insured, at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's interest in the death benefit will end, except as to any death benefits we have already paid to that Beneficiary.
2. If a Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died.

How to Change a Beneficiary

You may name or change a Primary or Contingent Beneficiary while the Insured is living by sending us a Written Request. The change will not be effective until we record it in our records. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed, unless otherwise specified by you. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

THE DEATH BENEFIT

Amount of the Death Benefit	The amount of the death benefit is equal to the Face Amount. The amount of the death benefit may be affected by the Misstatement of Age or Sex provision of this policy.
------------------------------------	--

EXHIBIT B



RECEIVED AS IS

TIBHX3

Transamerica Life Insurance Company
 Home Office: 4333 Edgewood Road NE
 Cedar Rapids, IA 52499
 (the "Company")

Beneficiary Designation Form

Policy Number: 6600534140

Insured's Name: Tom Retzlaff

Owner's Name Tom Retzlaff	
Address PO Box 46424	
City Phoenix, AZ 85063-6424	State Zip

Written confirmation of this change, if recorded by the Company, will be mailed to the owner's address unless otherwise indicated below and initialed by the owner.

Return confirmation to: Owner's Initial

General Agency/GA Code _____
 Fax to: () _____

Check if new address update is needed.

This Beneficiary Designation cancels all prior Beneficiary Designations and settlement agreements for the Policy identified by the number above. Please see instructions, signature requirements, special provisions, and sample Beneficiary Designations before completing the form. If this form is recorded by the Company, such recording does not mean that the Company has passed on the legal adequacy or validity of the transaction requested.

Print the beneficiary's full name, address and relationship to the Insured. The Policy's death benefit will be paid to multiple beneficiaries in equal shares unless otherwise indicated. For multiple beneficiaries of unequal shares, indicate each beneficiary's share in percentage of the Policy's Death Benefit next to their names. (See next page for additional instructions.)

Primary Beneficiary(ies): If more than one beneficiary is named, and any beneficiary(ies) predecease the Insured, payment of the share(s) that would have been payable to the deceased beneficiary(ies) will be made in equal shares to the surviving beneficiary(ies) unless otherwise indicated. Percentage for both the primary and contingent beneficiary, if applicable, must separately equal 100%.

Name (list below)	Address (list below)	City, State, Zip	Relationship	Percentage
Tayjalaya Storm Williams, 13022 W. Columbine Dr., El Mirage, AZ 85335			Spouse / domestic partner	75%
Collin A. Retzlaff, 11833 W. Rosewood Dr., El Mirage, AZ 85335			Son	25%

Contingent Beneficiary(ies): Receives proceeds at the death of the Insured only if all of the Primary Beneficiaries predecease the Insured.

Name (list below)	Address (list below)	City, State, Zip	Relationship	Percentage

210-317-9800

Owner's Daytime Telephone Number

Tom Retzlaff

Print Owner's Complete Name

475-94-5528

Owner's Social Security Number/Tax ID Number

Owner's Signature (include Title, if Business or Trust)

Irrevocable Beneficiary Signature (if applicable)

Witness Signature

Address of Witness

Owner's Signature (include Title, if Business or Trust)

Date Signed: May 20, 2021

TOB 306M-0809

(SIGNATURE REQUIREMENTS ON NEXT PAGE)

TG-NF



* D T 0 7 3 *

EXHIBIT C



Transamerica Life Insurance Company
Home Office: 4333 Edgewood Road NE
Cedar Rapids, IA 52499
(the "Company")

EXHIBIT
**Beneficiary
Designation Form**

Policy Number: 6600534140

Insured's Name: Tom Retzlaff

Owner's Name <u>Tom Retzlaff</u>		
Address <u>PO Box 46424</u>		
City <u>Phoenix, AZ 85063-6424</u>	State	Zip

Written confirmation of this change, if recorded by the Company, will be mailed to the owner's address unless otherwise indicated below and initiated by the owner.

Return confirmation to: Owner's Initial

General Agency/GA Code _____
 Fax to: () _____

Check if new address update is needed.

This Beneficiary Designation cancels all prior Beneficiary Designations and settlement agreements for the Policy identified by the number above. Please see instructions, signature requirements, special provisions, and sample Beneficiary Designations before completing the form. If this form is recorded by the Company, such recording does not mean that the Company has passed on the legal adequacy or validity of the transaction requested.

Print the beneficiary's full name, address and relationship to the Insured. The Policy's death benefit will be paid to multiple beneficiaries in equal shares unless otherwise indicated. For multiple beneficiaries of unequal shares, indicate each beneficiary's share in percentage of the Policy's Death Benefit next to their names. (See next page for additional instructions.)

Primary Beneficiary(ies): If more than one beneficiary is named, and any beneficiary(ies) predecease the Insured, payment of the share(s) that would have been payable to the deceased beneficiary(ies) will be made in equal shares to the surviving beneficiary(ies) unless otherwise indicated. Percentage for both the primary and contingent beneficiary, if applicable, must separately equal 100%.

Name (list below)	Address (list below)	City, State, Zip	Relationship	Percentage
<u>Tayjalaya Storm Williams</u>	<u>13022 W. Columbine Dr., El Mirage, AZ 85335</u>		<u>Wife</u>	<u>100%</u>

Contingent Beneficiary(ies): Receives proceeds at the death of the Insured only if all of the Primary Beneficiaries predecease the Insured.

Name (list below)	Address (list below)	City, State, Zip	Relationship	Percentage
-------------------	----------------------	------------------	--------------	------------

210-317-9800
Owner's Daytime Telephone Number

Irrevocable Beneficiary Signature (if applicable)

Witness Signature

Address of Witness

Tom Retzlaff

Print Owner's Complete Name

475-94-5528

Owner's Social Security Number/Tax ID Number

Owner's Signature (Include Title, if Business or Trust)

Owner's Signature (Include Title, if Business or Trust)

Date Signed: August 28, 2021



EXHIBIT D

EXHIBIT E

Discovery Requests -
Interrogatories, Requests for
Production, and Requests for
Admissions  Inbox



Goddess laya 12/13/2024

to Anthony, collin.blu...



From Goddess laya • tayjalayastormwilliams@gmail.com

To Anthony Montoya •
anthony@montoyalawoffice.com
collin.bluemeloncorp@gmail.com
Skippy Jones • skippyjones90@icloud.com

Date Dec 13, 2024, 5:55 AM

[View security details](#)

Dear Anthony and Collin

Please find attached a copy of my Interrogatories, Requests for Production, and Requests for Admissions in the case of Transamerica Life Insurance Company v.



Reply



33

EXHIBIT E

To Anthony Montoya •
anthony@montoyalawoffice.com
collin.bluemeloncorp@gmail.com
Skippy Jones • skippyjones90@icloud.com

Date Dec 13, 2024, 5:55 AM

[View security details](#)

Dear Anthony and Collin

Please find attached a copy of my Interrogatories, Requests for Production, and Requests for Admissions in the case of Transamerica Life Insurance Company v. Tayjalaya S. Williams, et al., Case No.2:24-cv-00379-ROS

These discovery requests are being served pursuant to Rule 26(b)(1) of the Federal Rules of Civil Procedure. The responses are due within thirty (30) days of receipt, as required by the rules.

Respectfully,
Tayjalaya S. Williams

PDF I am sharing '•INTERROGATORIES, REQUESTS FOR PRODUCTION, AND REQUESTS FOR ADMISSIONS' with you



Reply





Reminder – Overdue Discovery Responses !! !! Add label



Goddess laya Jan 12

to Anthony, collin.blu...



From Goddess laya • tayjalayastormwilliams@gmail.com

To Anthony Montoya •
anthony@montoyalawoffice.com
collin.bluemeloncorp@gmail.com
Skippy Jones • skippyjones90@icloud.com

Date Jan 12, 2025, 9:06 AM

[View security details](#)

Dear Mr. Montoya and Mr. Retzlaff,

I am following up regarding my discovery requests originally served on December 13, 2024. The 30-day deadline for your responses has now passed.

Please find attached the Interrogatories and Requests for Production for your convenience. Provide your written responses no later than January 19, 2025



Reply all



33



EXHIBIT E



Dear Mr. Montoya and Mr. Retzlaff,

I am following up regarding my discovery requests originally served on December 13, 2024. The 30-day deadline for your responses has now passed.

Please find attached the Interrogatories and Requests for Production for your convenience. Provide your written responses no later than January 19, 2025

Should I not receive your responses by this date, I may seek relief from the court.

Thank you for your attention to this matter.

Respectfully,
Tayjalaya S. Williams



INTERROGA...ION (1).pdf



Reply all



33



EXHIBIT E

EXHIBIT

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Transamerica Life Insurance Company, Plaintiff

v.

Tayjalaya S. Williams, Collin Retzlaff, Brittany A. Retzlaff, Denise A. Hollas, Defendants

Case No.: 2:24-cv-00379-ROS

TAYJALAYA WILLIAMS'S
INTERROGATORIES, REQUESTS FOR PRODUCTION, AND REQUESTS FOR ADMISSIONS

TO: Brittany A. Retzlaff, Denise A. Hollas, and Collin Retzlaff

FROM: Tayjalaya Williams, Plaintiff

Pursuant to Rule 26(b)(1) of the Federal Rules of Civil Procedure, Plaintiff Tayjalaya Williams submits the following Interrogatories, Requests for Production, and Requests for Admissions to Defendants. You are required to respond in writing within thirty (30) days of service.

Section I: Interrogatories

1. State all facts supporting your claim that you are entitled to any portion of the life insurance proceeds from Thomas Retzlaff's policy.
2. Identify all evidence in your possession disputing the validity of the beneficiary changes made to the policy on June 1, 2021, and August 28, 2021.
3. Describe in detail any communications you had with Transamerica Life Insurance Company regarding the life insurance policy in question, including dates, parties involved, and the substance of those communications.
4. State whether you have any evidence to support the claim that the Slayer Rule applies to Tayjalaya Williams. If yes, describe the evidence in detail.
5. Identify all communications you have had with law enforcement, including Detective Sebero Torres or Detective Vargas, regarding Thomas Retzlaff's death. Include the dates, parties involved, and the nature of these communications.
6. Explain why you listed Detective Sebero Torres as a potential witness in your initial disclosure, and state what specific testimony you expect him to provide.

7. Identify all witnesses you intend to call at trial and describe the testimony you expect each witness to provide.

8. State whether you have any evidence suggesting that Tayjalaya Williams forged or falsified the beneficiary designation forms. If yes, describe the evidence.

9. State whether you are aware of any written or recorded statements from any individuals regarding the life insurance policy, and if so, identify the content and custodian of those statements.

10. State whether you admit or deny that the police report concerning Thomas Retzlaff's death lists no suspects, and provide your explanation if you dispute this fact.

11. Identify any communications or agreements you have had with other defendants regarding how the life insurance proceeds should be divided.

12. State all facts and evidence supporting your position that Detective Sebero Torres has knowledge relevant to this case.

Section II: Requests for Production

1. Produce all documents, communications, and evidence you intend to use at trial.
2. Produce any documents or communications with Transamerica Life Insurance Company regarding Thomas Retzlaff's life insurance policy.
3. Produce all documents or evidence in your possession disputing the beneficiary changes made on June 1, 2021, and August 28, 2021.
4. Produce all correspondence, emails, or other communications between you and law enforcement regarding Thomas Retzlaff's death.
5. Produce any statements, reports, or evidence supporting the claim that the Slayer Rule applies to Tayjala Williams.
6. Produce all documents showing your status as a prior beneficiary on Thomas Retzlaff's life insurance policy.
7. Produce all evidence, including documents and communications, showing your claim to the life insurance proceeds.

8. Produce all written or recorded statements, signed or unsigned, from any individuals regarding the beneficiary changes to Thomas Retzlaff's policy.
9. Produce the police report or any law enforcement documents in your possession related to Thomas Retzlaff's death.
10. Produce any documents showing communications between you and Detective Sebero Torres or Detective Vargas regarding this case.
11. Produce any communications, agreements, or discussions with Brittany Retzlaff, Denise Hollas, or Collin Retzlaff regarding the division of the life insurance proceeds.
12. Produce all emails or other written communications between you and any legal representatives regarding this case.

Section III: Requests for Admissions

1. Admit that Tayjalaya Williams is the sole primary beneficiary of Thomas Retzlaff's life insurance policy as of August 28, 2021.
2. Admit that you have no evidence suggesting that Tayjalaya Williams was involved in Thomas Retzlaff's death.
3. Admit that you have no evidence disputing the validity of the beneficiary changes made on June 1, 2021, and August 28, 2021.
4. Admit that you have never communicated with Detective Sebero Torres regarding this case.
5. Admit that you have no evidence to support the application of the Slayer Rule against Tayjalaya Williams.
6. Admit that Transamerica Life Insurance Company has never accused Tayjalaya Williams of being responsible for Thomas Retzlaff's death in any official capacity.
7. Admit that you have no witnesses who can testify that Tayjalaya Williams was involved in Thomas Retzlaff's death.

8. Admit that you have no evidence suggesting that the signature on the beneficiary designation forms is invalid or forged.
9. Admit that the police report concerning Thomas Retzlaff's death does not list any suspects.
10. Admit that you are relying solely on speculation to challenge Tayjalaya Williams's entitlement to the life insurance proceeds.
11. Admit that you have not personally conducted or requested any investigation into the validity of the beneficiary designations made on June 1, 2021, and August 28, 2021.
12. Admit that you have no factual evidence supporting any claim that the life insurance policy proceeds should be divided among multiple parties.

CERTIFICATE OF SERVICE

I hereby certify that on December 13th, 2024, a true and correct copy of the foregoing Interrogatories, Requests for Production, and Requests for Admissions was served upon the following parties via email.

Anthony Montoya

Attorney for Brittany Retzlaff and Denise Hollas

anthony@montoyalawoffice.com

Collin Retzlaff

Pro Se Defendant

 Collin.bluemeloncorp@gmail.com and skippyjones90@icloud.com

Respectfully submitted,

Tayjalaya S. Williams

2240 South Elks Lane,

Yuma, AZ 85364

Email: tayjalayastormwilliams@gmail.com

Date: December 13th, 2024

EXHIBIT E

EXHIBIT E

1 Anthony R. Montoya,
 1228 E. Vogel Ave.
 2 Phoenix, AZ 85020
 3 anthony@montoyalawoffice.com
 4 AZ Bar #22322
 Attorney for Defendants

5 UNITED STATES DISTRICT COURT
 6
 7 DISTRICT OF ARIZONA

8 Transamerica Life Insurance Company,

9 No.: 2:24-cv-00379-ROS

10 Plaintiff,

11 vs.

12 TAYJALAYA S. WILLIAMS, COLLIN RETZLAFF,
 13 BRITTANY A. RETZLAFF and DENISE A. HOLLAS
 Defendants

**DEFENDANTS' ANSWERS TO
 TAJALAYA S. WILLIAMS
 INTERROGATORIES AND
 REQUESTS FOR PRODUCTION**

14 Defendants: Brittany A. Retzlaff and Denise A. Hollas represented by Attorney Anthony
 15 R. Montoya, hereby answer Tajalaya S. Williams' Interrogatories and Requests for
 16 Production in compliance with Fed. R. Civ. Pro. 26:

17 **1. State all facts supporting your claim that you are entitled to any portion of the
 18 life insurance proceeds from Thomas Retzlaff's policy.:**

19 Both Brittany A Retzlaff and Denise A. Hollas were named as beneficiaries on previous
 20 versions of the decedents policy. Because of concerns of Transamerica concerning the
 21 changes to the policy beneficiary and the death of the decedent Defendants Retzlaff and
 22 Hollas were named as Defendants in this action.

23
 24 **2. Identify all evidence in your possession disputing the validity of the beneficiary
 25 changes made to the policy on June 1, 2021, and August 28, 2021.:**

26 **None**

27
 28 **3. Describe in detail any communications you had with Transamerica Life**

DISCOVERY RESPONSE

Insurance Company regarding the life insurance policy in question, including dates, parties involved, and the substance of those communications.:

None.

4. State whether you have any evidence to support the claim that the Slayer Rule applies to Tayjalaya Williams. If yes, describe the evidence in detail.

Defendants do not have any such evidence.

5. Identify all communications you have had with law enforcement, including Detective Sebero Torres or Detective Vargas, regarding Thomas Retzlaff's death.

Include the dates, parties involved, and the nature of these communications.

Brittany Retzlaff had a meeting with the El Mirage Police Department. Her attorney was present.

6. Explain why you listed Detective Sebero Torres as a potential witness in your initial disclosure, and state what specific testimony you expect him to provide

Detective Torres is now leading the investigation into the homicide and thus would be in the best position to advise the court whether the elements of the slayer statute apply.

7. Identify all witnesses you intend to call at trial and describe the testimony you expect each witness to provide.

None: reserving the right to later amend

8. State whether you have any evidence suggesting that Tayjalaya Williams forged or falsified the beneficiary designation forms. If yes, describe the evidence.

These Defendants do not have such evidence.

DISCOVERY RESPONSE

1 **9. State whether you are aware of any written or recorded statements from any**
2 **individuals regarding the life insurance policy, and if so, identify the content and**
3 **custodian of those statements.**

4 These Defendants are not aware of any such documents.
5

6 **10. State whether you admit or deny that the police report concerning Thomas**
7 **Retzlaff's death lists no suspects, and provide your explanation if you dispute**
8 **this fact.**

9 Defendants are not aware of the contents of the police report.
10

11 **11. Identify any communications or agreements you have had with other defendants**
12 **regarding how the life insurance proceeds should be divided.**

13 Defendants do not have any agreements as to the division of life insurance proceeds.
14

15 **12. State all facts and evidence supporting your position that Detective Sebero**
16 **Torres has knowledge relevant to this case.**

17 Defendants were informed by the El Mirage police Department that detective Torres
18 was now handling the homicide investigation.
19

20 **SECTION II: REQUEST FOR PRODUCTION**

21 **1. Produce all documents, communications, and evidence you intend to use at trial.**

22 None; reserving the right to later amend.
23

24 **2. Produce any documents or communications with Transamerica Life Insurance**
25 **Company regarding Thomas Retzlaff's life insurance policy.**

26 None
27

1 **3. Produce all documents or evidence in your possession disputing the beneficiary**
2 **changes made on June 1, 2021, and August 28, 2021.**

3 None
4

5 **4. Produce all correspondence, emails, or other communications between you and law**
6 **enforcement regarding Thomas Retzlaff's death.**

7 None
8

9 **5. Produce any statements, reports, or evidence supporting the claim that the Slayer**
10 **Rule applies to Tayjalaya Williams.**

11 None
12

13 **6. Produce all documents showing your status as a prior beneficiary on Thomas**
14 **Retzlaff's life insurance policy.**

15 This document was presented by Plaintiff as a supplement to the complaint.
16

17 **7. Produce all evidence, including documents and communications, showing your**
18 **claim to the life insurance proceeds.**

19 None, apart from Plaintiffs documents which are already entered into record.
20

21 **8. Produce all written or recorded statements, signed or unsigned, from any**
22 **individuals regarding the beneficiary changes to Thomas Retzlaff's policy.**

23 None, apart from Plaintiffs documents which are already entered into record.
24

25 **9. Produce the police report or any law enforcement documents in your possession**
26 **related to Thomas Retzlaff's death.**

27 These defendants do not have a copy of the police report.
28

29 **10. Produce any documents showing communications between you and Detective**
30 **Sebero Torres or Detective Vargas regarding this case.**

DISCOVERY RESPONSE

1 None

2 **11. Produce any communications, agreements, or discussions with Brittany Retzlaff,**
3 **Denise Hollas, or Collin Retzlaff regarding the division of the life insurance**
4 **proceeds.**

5 None

6 **12. Produce all emails or other written communications between you and any legal**
7 **representatives regarding this case.**

8 Such communications are privileged as Attorney Work Product and Attorney Client
9 Confidentiality

10 EXHIBIT

11
12 Dated this 21st day of January 2025.

13
14 /s/ Anthony R. Montoya

15
16
17 Anthony R. Montoya
18 Arizona State Bar #22322
19 For Defendants Brittany A. Retzlaff and
20 Denise Hollis

21
22 via e-mail :

23 tayjalayastormwilliams@gmail.com

24 skippyjones90@icloud.com

25
26
27
28 DISCOVERY RESPONSE

EXHIBIT E

EXHIBIT E

1 ~~Collin A Retzlaff~~,
 2 11833 West Rosewood DR.
 3 El Mirage, AZ 85335
 skippyjones90@icloud.com

4
 5 UNITED STATES DISTRICT COURT
 6
 7 DISTRICT OF ARIZONA

8 Transamerica Life Insurance Company,

9 No.: 2:24-cv-00379-ROS

10 Plaintiff,

11 vs.

12 TAYJALAYA S. WILLIAMS, COLLIN RETZLAFF,
 13 BRITTANY A. RETZLAFF and DENISE A. HOLLAS
 Defendants

14
 15
 16
 17
**DEFENDANTS' ANSWERS TO
 TAJALAYA S. WILLIAM'S
 INTERROGATORIES AND
 REQUESTS FOR PRODUCTION**

18 Defendant: Collin Retzlaff represented Pro Se

19 Collin Retzlaff, hereby answer Tajalaya S. Williams' Interrogatories and Requests for
 20 Production in compliance with Fed. R. Civ. Pro. 26:

21 **1. State all facts supporting your claim that you are entitled to any portion of the
 22 life insurance proceeds from Thomas Retzlaff's policy.:**

23 Collin was named as beneficiart on previous versions of the decedents policy.

24 Because of concerns of Transamerica concerning the changes to the policy beneficiary
 25 and the death of the decedent Defendant Retzlaff was named as
 26 Defendant in this action.

27 **2. Identify all evidence in your possession disputing the validity of the beneficiary
 28 changes made to the policy on June 1, 2021, and August 28, 2021.:**

29 **None**

30 **3. . Describe in detail any communications you had with Transamerica Life**

31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662
 663
 664
 665
 666
 667
 668
 669
 670
 671
 672
 673
 674
 675
 676
 677
 678
 679
 680
 681
 682
 683
 684
 685
 686
 687
 688
 689
 690
 691
 692
 693
 694
 695
 696
 697
 698
 699
 700
 701
 702
 703
 704
 705
 706
 707
 708
 709
 710
 711
 712
 713
 714
 715
 716
 717
 718
 719
 720
 721
 722
 723
 724
 725
 726
 727
 728
 729
 730
 731
 732
 733
 734
 735
 736
 737
 738
 739
 740
 741
 742
 743
 744
 745
 746
 747
 748
 749
 750
 751
 752
 753
 754
 755
 756
 757
 758
 759
 760
 761
 762
 763
 764
 765
 766
 767
 768
 769
 770
 771
 772
 773
 774
 775
 776
 777
 778
 779
 780
 781
 782
 783
 784
 785
 786
 787
 788
 789
 790
 791
 792
 793
 794
 795
 796
 797
 798
 799
 800
 801
 802
 803
 804
 805
 806
 807
 808
 809
 8010
 8011
 8012
 8013
 8014
 8015
 8016
 8017
 8018
 8019
 8020
 8021
 8022
 8023
 8024
 8025
 8026
 8027
 8028
 8029
 8030
 8031
 8032
 8033
 8034
 8035
 8036
 8037
 8038
 8039
 8040
 8041
 8042
 8043
 8044
 8045
 8046
 8047
 8048
 8049
 8050
 8051
 8052
 8053
 8054
 8055
 8056
 8057
 8058
 8059
 8060
 8061
 8062
 8063
 8064
 8065
 8066
 8067
 8068
 8069
 8070
 8071
 8072
 8073
 8074
 8075
 8076
 8077
 8078
 8079
 8080
 8081
 8082
 8083
 8084
 8085
 8086
 8087
 8088
 8089
 8090
 8091
 8092
 8093
 8094
 8095
 8096
 8097
 8098
 8099
 80100
 80101
 80102
 80103
 80104
 80105
 80106
 80107
 80108
 80109
 80110
 80111
 80112
 80113
 80114
 80115
 80116
 80117
 80118
 80119
 80120
 80121
 80122
 80123
 80124
 80125
 80126
 80127
 80128
 80129
 80130
 80131
 80132
 80133
 80134
 80135
 80136
 80137
 80138
 80139
 80140
 80141
 80142
 80143
 80144
 80145
 80146
 80147
 80148
 80149
 80150
 80151
 80152
 80153
 80154
 80155
 80156
 80157
 80158
 80159
 80160
 80161
 80162
 80163
 80164
 80165
 80166
 80167
 80168
 80169
 80170
 80171
 80172
 80173
 80174
 80175
 80176
 80177
 80178
 80179
 80180
 80181
 80182
 80183
 80184
 80185
 80186
 80187
 80188
 80189
 80190
 80191
 80192
 80193
 80194
 80195
 80196
 80197
 80198
 80199
 80200
 80201
 80202
 80203
 80204
 80205
 80206
 80207
 80208
 80209
 80210
 80211
 80212
 80213
 80214
 80215
 80216
 80217
 80218
 80219
 80220
 80221
 80222
 80223
 80224
 80225
 80226
 80227
 80228
 80229
 80230
 80231
 80232
 80233
 80234
 80235
 80236
 80237
 80238
 80239
 80240
 80241
 80242
 80243
 80244
 80245
 80246
 80247
 80248
 80249
 80250
 80251
 80252
 80253
 80254
 80255
 80256
 80257
 80258
 80259
 80260
 80261
 80262
 80263
 80264
 80265
 80266
 80267
 80268
 80269
 80270
 80271
 80272
 80273
 80274
 80275
 80276
 80277
 80278
 80279
 80280
 80281
 80282
 80283
 80284
 80285
 80286
 80287
 80288
 80289
 80290
 80291
 80292
 80293
 80294
 80295
 80296
 80297
 80298
 80299
 80300
 80301
 80302
 80303
 80304
 80305
 80306
 80307
 80308
 80309
 80310
 80311
 80312
 80313
 80314
 80315
 80316
 80317
 80318
 80319
 80320
 80321
 80322
 80323
 80324
 80325
 80326
 80327
 80328
 80329
 80330
 80331
 80332
 80333
 80334
 80335
 80336
 80337
 80338
 80339
 80340
 80341
 80342
 80343
 80344
 80345
 80346
 80347
 80348
 80349
 80350
 80351
 80352
 80353
 80354
 80355
 80356
 80357
 80358
 80359
 80360
 80361
 80362
 80363
 80364
 80365
 80366
 80367
 80368
 80369
 80370
 80371
 80372
 80373
 80374
 80375
 80376
 80377
 80378
 80379
 80380
 80381
 80382
 80383
 80384
 80385
 80386
 80387
 80388
 80389
 80390
 80391
 80392
 80393
 80394
 80395
 80396
 80397
 80398
 80399
 80400
 80401
 80402
 80403
 80404
 80405
 80406
 80407
 80408
 80409
 80410
 80411
 80412
 80413
 80414
 80415
 80416
 80417
 80418
 80419
 80420
 80421
 80422
 80423
 80424
 80425
 80426
 80427
 80428
 80429
 80430
 80431
 80432
 80433
 80434
 80435
 80436
 80437
 80438
 80439
 80440
 80441
 80442
 80443
 80444
 80445
 80446
 80447
 80448
 80449
 80450
 80451
 80452
 80453
 80454
 80455
 80456
 80457
 80458
 80459
 80460
 80461
 80462
 80463
 80464
 80465
 80466
 80467
 80468
 80469
 80470
 80471
 80472
 80473
 80474
 80475
 80476
 80477
 80478
 80479
 80480
 80481
 80482
 80483
 80484
 80485
 80486
 80487
 80488
 80489
 80490
 80491
 80492
 80493
 80494
 80495
 80496
 80497
 80498
 80499
 80500
 80501
 80502
 80503
 80504
 80505
 80506
 80507
 80508
 80509
 80510
 80511
 80512
 80513
 80514
 80515
 80516
 80517
 80518
 80519
 80520
 80521
 80522
 80523
 80524
 80525
 80526
 80527
 80528
 80529
 80530
 80531
 80532
 80533
 80534
 80535
 80536
 80537
 80538
 80539
 80540
 80541
 80542
 80543
 80544
 80545
 80546
 80547
 80548
 80549
 80550
 80551
 80552
 80553
 80554
 80555
 80556
 80557
 80558
 80559

Insurance Company regarding the life insurance policy in question, including dates, parties involved, and the substance of those communications.:

None.

4. State whether you have any evidence to support the claim that the Slayer Rule applies to Tayjalaya Williams. If yes, describe the evidence in detail.

Defendant does not have any such evidence.

5. Identify all communications you have had with law enforcement, including Detective Sebero Torres or Detective Vargas, regarding Thomas Retzlaff's death.

Include the dates, parties involved, and the nature of these communications.

Collin had a meeting with the El Mirage Police Department.

6. Explain why you listed Detective Sebero Torres as a potential witness in your

initial disclosure, and state what specific testimony you expect him to provide.

Detective Torres is now leading the investigation into the homicide and thus would be in the best position to advise the court whether the elements of the slayer statute apply.

7. Identify all witnesses you intend to call at trial and describe the testimony you expect each witness to provide.

None: reserving the right to later amend

8. State whether you have any evidence suggesting that Tayjalaya Williams forged or falsified the beneficiary designation forms. If yes, describe the evidence.

These Defendant does not have such evidence.

DISCOVERY RESPONSE

1 **9. State whether you are aware of any written or recorded statements from any**
2 **individuals regarding the life insurance policy, and if so, identify the content and**
3 **custodian of those statements.**

4 These Defendant is not aware of any such documents.
5

6 **10. State whether you admit or deny that the police report concerning Thomas**
7 **Retzlaff's death lists no suspects, and provide your explanation if you dispute**
8 **this fact.**

9 Defendant is not aware of the contents of the police report.
10

11 **11. Identify any communications or agreements you have had with other defendants**
12 **regarding how the life insurance proceeds should be divided.**

13 Defendant does not have any agreements as to the division of life insurance proceeds.
14

15 **12. State all facts and evidence supporting your position that Detective Sebero**
16 **Torres has knowledge relevant to this case.**

17 Defendant was informed by the El Mirage police Department that detective Torres
18 was now handling the homicide investigation.
19

20 **SECTION II: REQUEST FOR PRODUCTION**

21 **1. Produce all documents, communications, and evidence you intend to use at trial.**

22 None; reserving the right to later amend.
23

24 **2. Produce any documents or communications with Transamerica Life Insurance**
25 **Company regarding Thomas Retzlaff's life insurance policy.**

26 None
27

1 **3. Produce all documents or evidence in your possession disputing the beneficiary**
2 **changes made on June 1, 2021, and August 28, 2021.**

3 None

4 **4. Produce all correspondence, emails, or other communications between you and law**
5 **enforcement regarding Thomas Retzlaff's death.**

6 None

7 **5. Produce any statements, reports, or evidence supporting the claim that the Slayer**
8 **Rule applies to Tayjalaya Williams.**

9 None

10 **6. Produce all documents showing your status as a prior beneficiary on Thomas**
11 **Retzlaff's life insurance policy.**

12 This document was presented by Plaintiff as a supplement to the complaint.

13 **7. Produce all evidence, including documents and communications, showing your**
14 **claim to the life insurance proceeds.**

15 None, apart from Plaintiffs documents which are already entered into record.

16 **8. Produce all written or recorded statements, signed or unsigned, from any**
17 **individuals regarding the beneficiary changes to Thomas Retzlaff's policy.**

18 None, apart from Plaintiffs documents which are already entered into record.

19 **9. Produce the police report or any law enforcement documents in your possession**
20 **related to Thomas Retzlaff's death.**

21 The defendant does not have a copy of the police report.

22 **10. Produce any documents showing communications between you and Detective**
23 **Sebero Torres or Detective Vargas regarding this case.**

24 DISCOVERY RESPONSE

1 None

2 **11. Produce any communications, agreements, or discussions with Brittany Retzlaff,**
3 **Denise Hollas, or Collin Retzlaff regarding the division of the life insurance**
4 **proceeds.**

5 None

6 **12. Produce all emails or other written communications between you and any legal**
7 **representatives regarding this case.**

8 Such communications are privileged as Attorney Work Product and Attorney Client
9 Confidentiality

10 Dated this 21st day of January 2025.

11  
12 *(Handwritten signature of Collin A. Retzlaff)*
13 *(Handwritten signature of Collin A. Retzlaff)*

14 _____
15 *(Handwritten signature of Collin A. Retzlaff)*
16
17 Collin A Retzlaff
18 Pro Se

19
20
21
22 via e-mail :

23 tayjalayastormwilliams@gmail.com

24 anthony@montoyalawoffice.com

25
26
27
28 DISCOVERY RESPONSE

EXHIBIT E

EXHIBIT F



Requested report E21090092



Inbox



PD Records 7/3/2024

Hello, Your report is now complete. It is \$20.00, you can pay over the phone at



Goddess laya 7/3/2024

am writing to request a copy of the police report and If possible, could you please



PD Records 7/3/2024

to me ▾



Show pictures

Hello,

Please see attached for a copy of your completed report and receipt. Thanks!

Show quoted text



Reply





Requested report E21090092



Inbox



PD Records 7/3/2024

to me ^



From PD Records • pdrecords@elmirageaz.gov

To tayjalayastormwilliams@gmail.com

Date Jul 3, 2024, 8:08 AM

Standard encryption (TLS).

[View security details](#)



Show pictures

Hello,

Your report is now complete. It is \$20.00, you can pay over the phone at 623-500-3000 or at the lobby when picked up. Thank you!

Police Records Tech. Sr.



Reply



33



EXHIBIT F



Goddess laya 7/3/2024

to pdrecords ^



From Goddess laya • tayjalayastormwilliams@gmail.com

To pdrecords@elmirageaz.gov

Date Jul 3, 2024, 4:15 PM

[View security details](#)

EXHIBIT F

am writing to request a copy of the police report and If possible, could you please send the report via email, either as a PDF or through a secure drive link? If email delivery is not feasible, and since I live out of town, I would appreciate it if you could mail a physical copy to my address?

[Show quoted text](#)



Reply





P

PD Records 7/3/2024

to me ^



From PD Records • pdrecords@elmirageaz.gov
To Goddess laya • tayjalayastormwilliams@gmail.com
Date Jul 3, 2024, 5:09 PM
🔒 Standard encryption (TLS).
[View security details](#)



Show pictures

Hello,

Please see attached for a copy of your completed report and receipt. Thanks!

[Show quoted text](#)



EL MIRAGE POLICE DEPARTMENT

Officer Report for Incident E21090092

Nature: Homicide
Location: 12

Address: [REDACTED]



Reply



EXHIBIT F

EXHIBIT F



Standard encryption (TLS).

[View security details](#)

Show pictures

Hello,

Please see attached for a copy of your completed report and receipt. Thanks!

[Show quoted text](#)**EL MIRAGE POLICE DEPARTMENT**

Officer Report for Incident E21090092

Nature: Homicide
Location: 12

Address: [REDACTED]

Offense Codes: HOMI
Received By: M Felix
How Received: T Agency: EMPD
Responding Officers: S J Hewelson, T A Foster, M A Matson, M R Lowry, D B Armor, S R Montes, N C Brice, D M Jones, K M Willer, R J Thomas, Z J Ohs, C M McDonough, H R Wheat, S C Moncrieff, R D Peoples, C D Campbell, C C Culp, J D Vargas, T M Slater, M S Vanorski, S N Navarro, A A Go, M J Jacobs, T W McCracken, J A McCullum, D M Crandall, Z J Ohs, J L Johnston, J L Michael, J R Chavez, G K Jordan, I M Takashige, Surprise A/C, Y Bojonquez
Responsible Officers: S J Hewelson Disposition: CAA 02/23/22
When Reported: 22:43:42 09/01/21 Occurred Between: 22:37:23 09/01/21 and 22:37:23 09/01/21

Assigned To: J D Vargas
Status: PMDDetail: E1HOM
Status Date: 08/02/22Date Assigned: 09/07/21
Due Date: ***/**/**

E21090092rpt.pdf



Reply



33

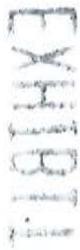


EXHIBIT F



EL MIRAGE POLICE DEPARTMENT

Officer Report for Incident E21090092

Nature: Homicide

Address: [REDACTED]

Location: 12

Offense Codes: HOMI

Received By: M Felix

How Received: T

Agency: EMPD

Responding Officers: S J Hewetson, T A Foster, M A Matson, M R Lowry, D B Armor, S R Montes, N C Brice, D M Jones, K M Willer, R J Thomas, Z J Ohs, C M McDonough, H R Wheat, S C Moncrieff, R D Peoples, C D Campbell, C C Culp, J D Vargas, T M Slater, M S Vanorski, S N Navarro, A A Go, M J Jacobs, T W McCracken, J A McCullom, D M Crandall, Z J Ohs, J L Johnston, J L Michael, J R Chavez, G K Jordan, I M Takashige, Surprise A/C, Y Bojorquez

Responsible Officer: S J Hewetson

Disposition: CAA 02/23/22

When Reported: 22:43:42 09/01/21

Occurred Between: 22:37:23 09/01/21 and 22:37:23 09/01/21

Assigned To: J D Vargas

Detail: EHOM

Date Assigned: 09/07/21

Status: PND

Status Date: 08/02/22

Due Date: **/**/**

Complainant: A 240918

Last: WILLIAMS

First: TAYJALAYA

Mid:

DOB: [REDACTED]

Dr Lie: [REDACTED]

Address: 12600 N B ST

Race: B **Sex:** F

Phone: (602)396-3081

City: EL MIRAGE, AZ 85335

Offense Codes

Reported: HOMI Homicide

Observed: WELF Welfare Check

Additional Offense: HOMI Homicide

Circumstances

LT20 Residence/Home

Responding Officers:

Unit :

S J Hewetson

J222

T A Foster

T312

M A Matson

T312

M R Lowry

J223

D B Armor

J321

S R Montes

314

N C Brice

310

D M Jones

K21

K M Willer

J221

NarrativeEl Mirage Police Department
Investigation Narrative

The following contact was video and audio recorded using the body worn cameras (BWC) issued by El Mirage Police Department. Yes X No _____

Incident/DR Number: E21090092/ Homicide

Date, Time, Reporting Officer:

09/01/2021, 2243 hours, S. Hewetson #3362

Synopsis:

On 09/01/2021 at approximately 2243 hours, Thomas Retzlaff was found deceased inside of his residence located at [REDACTED]

Detailed Narrative:

On September 1, 2021 at approximately 2243 hours, Officer S. Hewetson #3362 was dispatched to the residence located at [REDACTED]

Call notes advised, the female complainant, "Storm", requesting a welfare check on her husband, Tom Christopher Retzlaff, [REDACTED] "Storm" advised she had not heard from her husband since "last night" and said he usually messages her back after therapy but has not.

Upon Officer Hewetson's arrival at the residence, Officer Hewetson observed no vehicles parked in the driveway. Officer Hewetson approached the front door and observed what appeared to be a security camera located directly above the front door. Officer Hewetson rang the doorbell and knocked on the door approximately four times. Officer Hewetson could hear a dog barking from inside and noticed a light on inside. Officer Hewetson yelled, "Police, welfare check" while standing at the front door. Officer Hewetson was not able to make contact with anybody at the residence.



Officer Hewetson has responded to numerous calls involving subjects who have been seriously injured and exhibited blood loss. During these calls, Officer Hewetson has observed subjects actively bleeding and has seen remnants of dried

EXHIBIT F

Supplement

El Mirage Police Department
Supplemental Narrative

The following contact was video, and audio recorded using the body worn cameras (BWC) issued by El Mirage Police Department. Yes X _____ No _____

Incident/DR Number: E21090092

Supplement Number: Three (3)

Date, Time, Reporting Officer: 10/15/21, 0013 hours, D. Jones #3315
Original supplemental report written on 9/3/21

Additional information received prior to arrival included the EMPD Dispatch notes: "RP/WIFE REQUESTING WELFARE CHECK ON HUSBAND, SAID SHE HAS NOT HEARD FROM HIM SINCE LAST NIGHT. RP SAID HE USUALLY MESSAGES HER BACK AFTER THERAPY BUT HAS NOT CHECKED IN WITH HER. RP SAID HE DRIVES A CHRY 300 BLUE IN COLOR. AND HAS NO MEDICAL HISTORY THAT WOULD STOP HIM FROM KEEPING IN CONTACT WITH HER. RP IS NOT IN TOWN." "HUSBAND: TOM CHRISTOPHER RETZLASS DOB. [REDACTED]

[REDACTED]

[REDACTED]

Officer Jones learned the rear, backyard, pedestrian gate on the east side of the house was secured with a lock. Officer Jones retrieved his bolt cutters from his patrol K-9 vehicle. Officer Jones provided the bolt cutters to Officer Armor. Officer Armor and Hewetson went over the gate, with the aid of a ladder, and facilitated opening the gate by cutting the lock off. Officer Hewetson, Armor, and Sgt Brice assisted with clearing the backyard.

[REDACTED]

EXHIBIT F

Name Involvements:

Other : A E46668

Last: PARSONS

DOB: [REDACTED]

Race: W Sex: F

First: NATALEE

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: MICHELLE

Address: [REDACTED]

City: [REDACTED]

Contacted : A 177598

Last: ROGERS

DOB: [REDACTED]

Race: W Sex: M

First: DYLAN

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: CHASE

Address: [REDACTED]

City: [REDACTED]

Victim : 149363

Last: RETZLAFF

DOB: [REDACTED]

Race: W Sex: M

First: THOMAS

Dr Lic: [REDACTED]

Phone: () -

Mid: CHRISTOPHER

Address: [REDACTED]

City: [REDACTED]

Other : A E45393

Last: HOLLAS

DOB: [REDACTED]

Race: W Sex: F

First: DENISE

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: ANN

Address: [REDACTED]

City: [REDACTED]

Contacted : 165844

Last: RETZLAFF

DOB: [REDACTED]

Race: W Sex: F

First: BRITTANY

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: ANASTASIA

Address: [REDACTED]

City: [REDACTED]

Contacted : A E39298

Last: RETZLAFF

DOB: [REDACTED]

Race: W Sex: M

First: COLLIN

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: ALEXANDER

Address: [REDACTED]

City: [REDACTED]

Mentioned : A 235666

Last: DEKEN

DOB: [REDACTED]

Race: W Sex: F

First: NADIA

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: PATRICIA

Address: [REDACTED]

City: [REDACTED]

Complainant : A 240918

Last: WILLIAMS

DOB: [REDACTED]

Race: B Sex: F

First: TAYJALAYA

Dr Lic: [REDACTED]

Phone: (602)396-3081

Mid:

Address: 12600 N B ST

City: EL MIRAGE, AZ 85335

Investigative A 198402

Lead :

Last: WILLIAMS

DOB: [REDACTED]

Race: B Sex: M

First: MARICHAIL

Dr Lic: [REDACTED]

Phone: [REDACTED]

Mid: N'NAMDI

Address: [REDACTED]

City: [REDACTED]

EXHIBIT F



2:24-cv-00379-ROS

Transamerica Life Insurance

Company v. Williams et al ➤



Inbox

J

Jacobsohn, Andrew 6/10/2024

Ms. Williams, When we spoke on April 30, 2024, I requested that you communicate with



Goddess laya 6/10/2024

Mr. Jacobsohn, Thank you for your prompt response. I understand that



Jacobsohn, Andrew 6/11/2024

Ms. Williams, Our file on this matter has closed. From: Goddess laya



Goddess laya 6/11/2024

Dear Mr. Jacobsohn, I acknowledge receipt of your email dated June 11th 2024, stating



Jacobsohn, Andrew 6/21/2024



Reply all



33



EXHIBIT G



Jacobsohn, Andrew 6/10/2024

Ms. Williams, When we spoke on April 30, 2024, I requested that you communicate with

EXHIBIT G



Goddess laya 6/10/2024

Mr. Jacobsohn, Thank you for your prompt response. I understand that



Jacobsohn, Andrew 6/11/2024

Ms. Williams, Our file on this matter has closed. From: Goddess laya



Goddess laya 6/11/2024

Dear Mr. Jacobsohn, I acknowledge receipt of your email dated June 11th 2024, stating



Jacobsohn, Andrew 6/21/2024

Our office spoke with Detective Vargas. Transamerica has made no allegations



Goddess laya 6/21/2024

to Jacobsohn, Bressl... ▾



This contradiction is causing confusion and concern.



Reply all



EXHIBIT G



Goddess laya 6/11/2024

Dear Mr. Jacobsohn, I acknowledge receipt of your email dated June 11th 2024, stating



Jacobsohn, Andrew 6/21/2024

Our office spoke with Detective Vargas. Transamerica has made no allegations



Goddess laya 6/21/2024

to Jacobsohn, Bressl... ▾



This contradiction is causing confusion and concern.

Specifically, I just need clarity on the following points:

- Why does the legal document state that I was considered a prime suspect based on communication with the El Mirage Police Department, while your email indicates no allegations have been made against me by Transamerica?
- How does Transamerica currently view my involvement in this matter, as reflected in both legal filings and direct communications?

I believe it is crucial for me to resolve this discrepancy to ensure that all parties have a clear and accurate understanding of the situation, and I'm only one person just trying to resolve this, I would really appreciate your help in Clarification.



Reply all



33



EXHIBIT G



Jacobsohn, ... 6/10/2024

to me, Bressler, Hirka... ^



From Jacobsohn, Andrew • AJacobsohn@lewisroca.com

To tayjalayastormwilliams@gmail.com

Cc Bressler, Stephen • SBressler@lewisroca.com
Hirka, George • GHirka@lewisroca.com
Rodriguez, Sonya • SRodriguez@lewisroca.com

Date Jun 10, 2024, 11:09 AM

Standard encryption (TLS).

[View security details](#)



Show pictures

Ms. Williams,

When we spoke on April 30, 2024, I requested that you communicate with us via email. Transamerica deposited the life insurance benefit with the Court and has been dismissed from the case. Its involvement is over.



Reply all



33



Standard encryption (TLS).

[View security details](#)

EXHIBIT
G

Ms. Williams,

When we spoke on April 30, 2024, I requested that you communicate with us via email. Transamerica deposited the life insurance benefit with the Court and has been dismissed from the case. Its involvement is over.

Best,

Andrew

Andrew Jacobsohn

Associate

AJacobsohn@lewisroca.com

D. 602.262.5782

LEWIS  ROCA



Reply all



33

EXHIBIT G



Goddess laya 6/10/2024

to Jacobsohn ^



From Goddess laya • tayjalayastormwilliams@gmail.com

To Jacobsohn, Andrew • AJacobsohn@lewisroca.com

Date Jun 10, 2024, 12:03 PM

[View security details](#)

Mr. Jacobsohn,

Thank you for your prompt response. I understand that Transamerica's involvement in the case has concluded. However, I would like to clarify my request regarding the general allegations stating that I was labeled a prime suspect in my late husband Thomas Retzlaff's case. This information is crucial for my ongoing legal matters and to address any misrepresentations in the current proceedings.

I have records of our 4 Minute phone call, on the phone Aug 18th 2024 at 3:24pm, while you were still involved in the case, I specifically asked who you had spoken to at the police department regarding this matter, and you mentioned that you would get back to me but never did. Could you please confirm if there are any specific documents or communications from Transamerica that



Reply all



33



Date Jun 10, 2024, 12:03 PM

[View security details](#)

EXHIBIT G

Mr. Jacobsohn,

Thank you for your prompt response. I understand that Transamerica's involvement in the case has concluded. However, I would like to clarify my request regarding the general allegations stating that I was labeled a prime suspect in my late husband Thomas Retzlaff's case. This information is crucial for my ongoing legal matters and to address any misrepresentations in the current proceedings.

I have records of our 4 Minute phone call, on the phone Aug 18th 2024 at 3:24pm, while you were still involved in the case, I specifically asked who you had spoken to at the police department regarding this matter, and you mentioned that you would get back to me but never did. Could you please confirm if there are any specific documents or communications from Transamerica that led to these allegations?

If so, I kindly request information on who at the police department was spoken to and for these documents to be provided, or guidance on how to obtain them.

Thank you for your assistance.

[Show quoted text](#)



Reply all



33





J

Jacobsohn, ... 6/11/2024

to me, Bressler, Hirka... ^



From Jacobsohn, Andrew • AJacobsohn@lewisroca.com

To Goddess laya • tayjalayastormwilliams@gmail.com

Cc Bressler, Stephen • SBressler@lewisroca.com
Hirka, George • GHirka@lewisroca.com
Rodriguez, Sonya • SRodriguez@lewisroca.com

Date Jun 11, 2024, 8:16 AM

Standard encryption (TLS).

[View security details](#)

Ms. Williams,

Our file on this matter has closed.

Best,

Andrew

Andrew Jacobsohn



Reply all



EXHIBIT G



Goddess laya 6/11/2024

to Jacobsohn ^



From Goddess laya • tayjalayastormwilliams@gmail.com

To Jacobsohn, Andrew • AJacobsohn@lewisroca.com

Date Jun 11, 2024, 1:15 PM

[View security details](#)

EXHIBIT G

Dear Mr. Jacobsohn,

I acknowledge receipt of your email dated June 11th 2024, stating that Transamerica's file on this matter has been closed. Despite this, I require specific information regarding the allegations made against me and the communications between Transamerica and the El Mirage Police Department.

Specifically, I request:

A detailed account of the allegations made against me. The names and contact information of the individuals at Transamerica who communicated with the El Mirage Police Department. Copies of any correspondence, reports, or documentation shared with the El Mirage Police Department.

Regardless if this information is not provided voluntarily, I will pursue all available legal avenues, including issuing a



Reply all



EXHIBIT G



[View security details](#)

Dear Mr. Jacobsohn,

I acknowledge receipt of your email dated June 11th 2024, stating that Transamerica's file on this matter has been closed. Despite this, I require specific information regarding the allegations made against me and the communications between Transamerica and the El Mirage Police Department.

Specifically, I request:

A detailed account of the allegations made against me. The names and contact information of the individuals at Transamerica who communicated with the El Mirage Police Department. Copies of any correspondence, reports, or documentation shared with the El Mirage Police Department.

Regaedly If this information is not provided voluntarily, I will pursue all available legal avenues, including issuing a subpoena to obtain the necessary documents and details.

Please respond by june 22nd, to confirm whether you will comply with my request.

Regards,

[Show quoted text](#)



Reply all



33





J

Jacobsohn, ... 6/21/2024

to me, Bressler, Hirka... ^



From Jacobsohn, Andrew • AJacobsohn@lewisroca.com

To Goddess laya • tayjalayastormwilliams@gmail.com

Cc Bressler, Stephen • SBressler@lewisroca.com

Hirka, George • GHirka@lewisroca.com

Rodriguez, Sonya • SRodriguez@lewisroca.com

Date Jun 21, 2024, 12:14 PM



Standard encryption (TLS).

[View security details](#)

Our office spoke with Detective Vargas. Transamerica has made no allegations against you; for any further information, please contact the El Mirage Police Department.

Andrew Jacobsohn

Associate



Reply all



EXHIBIT G

EXHIBIT G



Goddess laya 6/21/2024

to Jacobsohn, Bressl... ^



From Goddess laya • tayjalayastormwilliams@gmail.com

To Jacobsohn, Andrew • AJacobsohn@lewisroca.com

Cc Bressler, Stephen • SBressler@lewisroca.com
Hirka, George • GHirka@lewisroca.com
Rodriguez, Sonya • SRodriguez@lewisroca.com

Date Jun 21, 2024, 3:50 PM

[View security details](#)

This contradiction is causing confusion and concern.

Specifically, I just need clarity on the following points:

- Why does the legal document state that I was considered a prime suspect based on communication with the El Mirage Police Department, while your email indicates no allegations have been made against me by Transamerica?
- How does Transamerica currently view my involvement in this matter, as reflected in both legal filings and direct communications?

I believe it is crucial for me to resolve this discrepancy to ensure that all parties have a clear and accurate



Reply all



EXHIBIT G

[.com](#)

To Jacobsohn, Andrew • AJacobsohn@lewisroca.com

Cc Bressler, Stephen • SBressler@lewisroca.com
Hirka, George • GHirka@lewisroca.com
Rodriguez, Sonya • SRodriguez@lewisroca.com

Date Jun 21, 2024, 3:50 PM

[View security details](#)

This contradiction is causing confusion and concern.

Specifically, I just need clarity on the following points:

- Why does the legal document state that I was considered a prime suspect based on communication with the El Mirage Police Department, while your email indicates no allegations have been made against me by Transamerica?
- How does Transamerica currently view my involvement in this matter, as reflected in both legal filings and direct communications?

I believe it is crucial for me to resolve this discrepancy to ensure that all parties have a clear and accurate understanding of the situation, and I'm only one person just trying to resolve this, I would really appreciate your help in Clarification.



Reply all



33

EXHIBIT

EXHIBIT G

EXHIBIT

1 beneficiary requests (attached as **Exhibit B**). Specifically, on November 10, 2020,
2 Transamerica updated the Policy pursuant to Insured's change of beneficiary request to
3 name Collin A. Retzlaff and Denise A. Hollas as the only primary beneficiaries. This
4 change specified that Collin A. Retzlaff was to receive 90% of the death benefit, and
5 Denise A. Hollas was to receive 10% of the death benefit.

6 11. On June 1, 2021, Transamerica updated the Policy pursuant to a change of
7 beneficiary request to name Tayjalaya S. Williams and Collin A. Retzlaff as the only
8 primary beneficiaries. *See Exhibit B*. This change specified that Tayjalaya S. Williams
9 was to receive 75% of the death benefit, and Collin A. Retzlaff was to receive 25% of the
10 death benefit.

11 12. On August 28, 2021, the Insured married Tayjalaya S. Williams. A copy of
12 the Record of Marriage is attached as **Exhibit C**.

13 13. Four days after getting married, the Insured was murdered on September 1,
14 2021 in El Mirage, Arizona. A copy of the Insured's Certificate of Death is attached as
15 **Exhibit D**. The Arizona Department of Health Services ruled the Insured's death a
16 homicide. *See Exhibit D*.

17 14. On September 2, 2021, one day after the Insured was murdered,
18 Transamerica received a beneficiary change request to name Tayjalaya S. Williams as the
19 sole beneficiary, to receive 100% of the death benefit. This request was dated August 28,
20 2021. Transamerica was unable to verify the authenticity of the signature of the Insured,
21 and has not executed this change. *See Exhibit B*.

22 15. Upon information and belief, the El Mirage Police Department is
23 conducting a murder investigation into the Insured's death. Detectives from the El Mirage
24 Police Department informed Transamerica that neither Collin Retzlaff nor Tayjalaya S.
25 Williams have been cleared of involvement in the death of the Insured. Specifically, on
26 February 1, 2022, Transamerica spoke with the El Mirage police department, who stated
27 that Collin Retzlaff was not cleared of involvement, and that Tayjalaya S. Williams was
28 the prime suspect.

EXHIBIT H

T18(HX3)

1 specified that Tayjalaya Williams was to receive 75% of the death benefit, and Collin
2 Retzlaff was to receive 25% of the death benefit. Accordingly, Transamerica updated the
3 Policy pursuant to the request on June 1, 2021.

4 On August 28, 2021, the Insured married Tayjalaya Williams. Four days after
5 getting married, the Insured was murdered on September 1, 2021 in El Mirage, Arizona.
6 The Arizona Department of Health Services ruled the Insured's death a homicide. The El
7 Mirage Police Department is conducting a murder investigation into the Insured's death.

8 On September 2, 2021, one day after the Insured was murdered, Transamerica
9 received a beneficiary change request to name Tayjalaya Williams as the sole beneficiary,
10 to receive 100% of the death benefit. This request was dated August 28, 2021.
11 Transamerica was unable to verify the authenticity of the signature of the Insured, and has
12 not executed this change.

13 El Mirage Police Department detectives have informed Transamerica that neither
14 Collin Retzlaff nor Tayjalaya S. Williams have been cleared of involvement in the death
15 of the Insured. Specifically, on February 1, 2022, Transamerica spoke with the El Mirage
16 police department, who stated that Collin Retzlaff was not cleared of involvement, and
17 that Tayjalaya S. Williams was the prime suspect. Transamerica continued to
18 communicate with the El Mirage police department. On August 30, 2023, Detective Jason
19 Vargas of the El Mirage police department advised Transamerica that their investigation
20 had not changed and that they were still unable to clear Collin Retzlaff of involvement.
21 On October 10, 2023, Detective Joe Johnston again advised Transamerica that the
22 investigation remained ongoing.

23 As a result of Insured's death, the \$100,000 death benefit became payable.
24 However, Arizona statutes, the federal common law and the laws of every jurisdiction
25 nationwide prohibit a beneficiary who was responsible for the death of an insured from
26 profiting from her own wrongs. A.R.S. § 14-2803; *see e.g., Egelhoff v. Egelhoff*, 532 U.S.
27 141, 152 (2001) (citing *Riggs v. Palmer*, 115 N.Y. 506 (1889)), and noting in dictum that
28 the principles underlying state slayer statutes “are well established in the law and ha[ve] a

EXHIBIT H

1 Transamerica has not made any accusations about who is responsible for the
2 homicide. The El Mirage Police Department detectives informed Transamerica that
3 neither Collin Retzlaff nor Tayjalaya S. Williams had been cleared of involvement in the
4 death of the Insured. Shortly before filing this interpleader action, an investigator with
5 Plaintiff's counsel made another inquiry with the El Mirage Police Department and was
6 told the same thing.

7 Transamerica is ready, willing and able to pay the Policy Benefits, but cannot
8 adjudicate the competing claims advanced by the Interpleader Defendants without
9 potential exposing itself to liability. *Cf. Glass v. United States*, 506 F.2d 379 (10th Cir.
10 1974) (Veterans Administration's payment of life insurance policy proceeds to decedent's
11 wife before she was convicted of murder was premature; children, who were contingent
12 beneficiaries, had right to policy proceeds).

13 Interpleader actions proceed in two stages: (1) the Court “determines the right of
14 the party invoking the remedy to compel the claimants to litigate their claims to the stake
15 in one proceeding” and (2) then the Court determines “the respective rights of the
16 claimants to the stake.” 7 Fed. Prac. & Proc. Civ. § 1714 (Wright & Miller 3d ed. Jun.
17 2024 Update).

18 At the first stage, Transamerica filed a motion to deposit the Policy Benefits,
19 compel the claimants to litigate their claims, and request a discharge, injunction, and other
20 related relief. ECF No. 20. The only aspect of the motion which any Interpleader
21 Defendant opposed was Transamerica's request for attorneys' fees. And on April 23,
22 2024, the Court granted the motion and ordered:

23 / / /

24

25 / / /

26 ||

27 // / /

28

EXHIBIT H

EXHIBIT H